

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH CAROLINA  
Columbia Division**

WILLIAM COLEY BROWN

Plaintiff,

V.

MONSANTO COMPANY,

Defendant.

Civil Action No. 3:24-cv-03836

**COMPLAINT**  
**(Jury Trial Demanded)**

## COMPLAINT

Plaintiff, William Coley Brown (“Plaintiff”), by and through the undersigned counsel, for his Complaint against Defendant Monsanto Company, states the following:

# INTRODUCTION

1. This is an action for damages suffered by Plaintiff, as a direct and proximate result of the negligent and wrongful conduct of Defendant Monsanto Company (hereinafter “Defendant” or “Monsanto”) in connection with the design, development, manufacture, testing, packaging, promoting, marketing, advertising, distribution, labeling, and/or sale of the herbicide Roundup®, which product contains the active ingredient glyphosate.

2. Defendant's product, Roundup®, is defective, dangerous to human health, unfit and unsuitable to be marketed and sold in commerce and lacked proper warnings and directions as to the dangers associated with its use.

3. Plaintiff purchased, used, and was exposed to Roundup® from approximately 1996 until 2023, applying it to surfaces, landscaping, lawns, trails, and other places using handheld bottles and sprayers as well as backpack sprayers.

4. In late 2023, Plaintiff was diagnosed with Chronic Lymphocytic Leukemia (“CLL”), a type of Non-Hodgkin Lymphoma. Plaintiff was diagnosed with CLL at age 55, substantially below the average age (70 years old) at which CLL is diagnosed.

5. Plaintiff’s injuries were avoidable.

### **PARTIES**

6. Plaintiff William Coley Brown is a natural person, a citizen of the State of South Carolina, and a resident of Columbia, South Carolina. Unaware of Roundup’s toxic effects, Plaintiff used and exposed himself to Roundup® in or around Columbia, South Carolina, for decades. During a routine physical in September 2023, Plaintiff’s medical provider noted a lump. In November 2023, following further testing and analysis, Mr. Brown was diagnosed with Chronic Lymphocytic Leukemia (“CLL”).

7. Defendant Monsanto Company is a corporation created under the laws of the State of Delaware with its headquarters and principal place of business in St. Louis, Missouri. Monsanto is a multinational agricultural biotechnology company and the world’s leading producer of glyphosate.

### **JURISDICTION AND VENUE**

8. Federal diversity jurisdiction in this Court is proper under 28 U.S.C. § 1332 because Plaintiff is a citizen of South Carolina, a different state than the Defendant’s place of incorporation (Delaware) and Defendant’s headquarters (Missouri), and the aggregate amount in controversy exceeds \$75,000, exclusive of interest and costs.

9. This Court has personal jurisdiction over Monsanto because Monsanto transacts business in South Carolina and is a corporation doing business within South Carolina. Monsanto knows or should have known that its Roundup® products are and were sold throughout the state

of South Carolina, and, more specifically, caused Roundup® to be sold to Plaintiff in South Carolina. In addition, Monsanto maintains sufficient contacts with the State of South Carolina such that this Court's exercise of personal jurisdiction over it does not offend traditional notions of fair play and substantial justice.

10. Venue is proper within this District under 28 U.S.C. § 1391 because the events giving rise to this action happened in or are closely related to this District.

### FACTS

11. In 1970, Defendant discovered the herbicidal properties of glyphosate and began marketing it in products in 1974 under the brand name Roundup®.

12. Roundup® is a "non-selective" herbicide, meaning it kills indiscriminately based only on whether a given organism produces a specific enzyme, 5-enolpyruvylshikimic acid-3-phosphate synthase, known as EPSP synthase.

13. Plants treated with glyphosate translocate the systemic herbicide to their roots, shoot regions, and fruit, where it interferes with the plant's ability to form aromatic amino acids necessary for protein synthesis. Treated plants generally die within two to three days. Because plants absorb glyphosate, it cannot be completely removed by washing or peeling produce or by milling, baking, or brewing grains.

14. "Roundup" refers to all formulations of Defendant's Roundup® products, including, but not limited to, Roundup Concentrate Poison Ivy and Tough Brush Killer 1, Roundup Custom Herbicide, Roundup D-Pak Herbicide, Roundup Dry Concentrate, Roundup Export Herbicide, Roundup Fence & Hard Edger 1, Roundup Garden Foam Weed & Grass Killer, Roundup Grass and Weed Killer, Roundup Herbicide, Roundup Original 2k Herbicide, Roundup Original II Herbicide, Roundup Pro Concentrate, Roundup Pro Dry Herbicide, Roundup Promax,

Roundup Quik Stik Grass and Weed Killer, Roundup Quikpro Herbicide, Roundup Rainfast Concentrate Weed & Grass Killer, Roundup Rainfast Super Concentrate Weed & Grass Killer, Roundup Ready-to-Use Extended Control Weed & Grass Killer 1 Plus Weed Preventer, Roundup Ready-to-Use Weed & Grass Killer, Roundup Ready-to-Use Weed and Grass Killer 2, Roundup Ultra Dry, Roundup Ultra Herbicide, Roundup Ultramax, Roundup VM Herbicide, Roundup Weed & Grass Killer Concentrate, Roundup Weed & Grass Killer Concentrate Plus, Roundup Weed & Grass Killer Ready-to-Use Plus, Roundup Weed & Grass Killer Super Concentrate, Roundup Weed & Grass Killer 1 Ready-to-Use, Roundup WSD Water Soluble Dry Herbicide Deploy Dry Herbicide, or any other formulation of containing the active ingredient glyphosate.

15. In 2001, glyphosate was the most used pesticide active ingredient in American agriculture with 85-90 million pounds used annually. That number grew to 185 million pounds in 2007.<sup>1</sup> As of 2013, glyphosate was the world's most widely used herbicide.

16. In addition to the active ingredient glyphosate, Roundup® contains the surfactant Polyethoxylated tallow amine (POEA) and/or adjuvants and other so-called “inert” ingredients.

17. The success of Roundup® was key to Monsanto's continued reputation and dominance in the marketplace. Largely due to the success of Roundup® sales, Monsanto's agriculture division was outperforming its chemicals division's operating income, and that gap increased yearly. But with its patent for glyphosate expiring in the United States in the year 2000, Monsanto needed a strategy to maintain its Roundup® market dominance and to ward off impending competition.

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<sup>1</sup> Arthur Grube et al., U.S. Env'tl. Prot. Agency, *Pesticides Industry Sales and Usage, 2006-2007 Market Estimates* 14 (2011), available at [https://www.epa.gov/sites/production/files/2015-10/documents/market\\_estimates2007.pdf](https://www.epa.gov/sites/production/files/2015-10/documents/market_estimates2007.pdf).

18. In response, Monsanto began the development and sale of genetically engineered Roundup Ready® seeds in 1996. Since Roundup Ready® crops are resistant to glyphosate, farmers can spray Roundup® onto their fields during the growing season without harming the crop. This allowed Monsanto to expand its market for Roundup® even further; by 2000, Monsanto's biotechnology seeds were planted on more than 80 million acres worldwide and nearly 70% of American soybeans were planted from Roundup Ready® seeds. It also secured Monsanto's dominant share of the glyphosate/Roundup® market through a marketing strategy that coupled proprietary Roundup Ready® seeds with continued sales of its Roundup® herbicide.

19. As of 2009, Monsanto was also the world's leading producer of seeds, accounting for 27% of the world seed market.<sup>2</sup> By 2010, an estimated 70% of corn and cotton, and 90% of soybean fields in the United States were Roundup Ready®.<sup>3</sup>

20. Through a three-pronged strategy of increasing production, decreasing prices, and by coupling with Roundup Ready® seeds, Roundup® became Monsanto's most profitable product. In 2000, Roundup® accounted for almost \$2.8 billion in sales, outselling other herbicides by a margin of five to one, and accounting for close to half of Monsanto's revenue.<sup>4</sup> Today, glyphosate remains one of the world's largest herbicides by sales volume.

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<sup>2</sup> ETC Group, *Who Will Control the Green Economy?* 22 (2011), available at [http://www.etcgroup.org/files/publication/pdf\\_file/ETC\\_wwctge\\_4web\\_Dec2011.pdf](http://www.etcgroup.org/files/publication/pdf_file/ETC_wwctge_4web_Dec2011.pdf).

<sup>3</sup> William Neuman & Andrew Pollack, *Farmers Cope with Roundup-Resistant Weeds*, N.Y. TIMES, May 3, 2010, available at <https://www.nytimes.com/2010/05/04/business/energy-environment/04weed.html>.

<sup>4</sup> David Barboza, *The Power of Roundup; A Weed Killer Is a Block for Monsanto to Build On*, N.Y. TIMES, Aug. 2, 2001, available at <https://www.nytimes.com/2001/08/02/business/the-power-of-roundup-a-weed-killer-is-a-block-for-monsanto-to-build-on.html>.

21. Monsanto's glyphosate products are registered in roughly 130 countries and approved for use on over 100 different crops.<sup>5</sup>

22. They are ubiquitous in the environment. Numerous studies confirm that glyphosate is found in rivers, streams, and groundwater in agricultural areas where Roundup® is used.<sup>6</sup>

23. It has been found in food,<sup>7</sup> in the urine of agricultural workers,<sup>8</sup> and even in the urine of urban dwellers who are not in direct contact with glyphosate.<sup>9</sup>

24. On March 20, 2015, the International Agency for Research on Cancer ("IARC"), an agency of the World Health Organization ("WHO"), issued an evaluation of several herbicides, including glyphosate. That evaluation was based, in part, on studies of exposures to glyphosate in several countries around the world, and it traces the health implications from exposure to glyphosate since 2001.

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<sup>5</sup> Monsanto, *Backgrounder-History of Monsanto's Glyphosate Herbicides* (2002), available at [http://www.bingeiagung.com/files/back\\_history.pdf](http://www.bingeiagung.com/files/back_history.pdf).

<sup>6</sup> See U.S. Geological Survey, *USGS Technical Announcement: Widely Used Herbicide Commonly Found in Rain and Streams in the Mississippi River Basin* (2011), available at <https://archive.usgs.gov/archive/sites/www.usgs.gov/newsroom/article.asp-ID=2909.html>; see also U.S. Env'tl. Prot. Agency, *Technical Factsheet on: Glyphosate*, available at <https://archive.epa.gov/water/archive/web/pdf/archived-technical-fact-sheet-on-glyphosate.pdf>.

<sup>7</sup> Thomas Bohn et al., *Compositional Differences in Soybeans on the Market: Glyphosate Accumulates in Roundup Ready GM Soybeans*, 153 FOOD CHEMISTRY 207 (2013), available at <http://www.sciencedirect.com/science/article/pii/S0308814613019201>.

<sup>8</sup> John F. Acquavella et al., *Glyphosate Biomonitoring for Farmers and Their Families: Results from the Farm Family Exposure Study*, 112(3) ENVTL. HEALTH PERSPECTIVES 321 (2004), available at <http://www.ncbi.nlm.nih.gov/pmc/articles/PMC1241861/>; Kathryn Z. Guyton et al., *Carcinogenicity of Tetrachlorvinphos, Parathion, Malathion, Diazinon & Glyphosate*, 112 IARC Monographs 76, section 5.4 (2015), available at [https://www.thelancet.com/journals/lanonc/article/PIIS1470-2045\(15\)70134-8/fulltext](https://www.thelancet.com/journals/lanonc/article/PIIS1470-2045(15)70134-8/fulltext).

<sup>9</sup> Dirk Brändli & Sandra Reinacher, *Herbicides found in Human Urine*, 1 ITHAKA JOURNAL 270 (2012), available at <http://www.ithaka-journal.net/druckversionen/e052012-herbicides-urine.pdf>.

25. On July 29, 2015, IARC issued a formal monograph relating to glyphosate. In that monograph, the IARC Working Group provides a thorough review of the numerous studies and data relating to glyphosate exposure in humans.

26. The IARC Working Group classified glyphosate as a Group 2A herbicide, which means that it is *probably carcinogenic to humans*.

27. The IARC Working Group concluded that the cancers most associated with glyphosate exposure are non-Hodgkin lymphoma and other hematopoietic cancers, including lymphocytic lymphoma/chronic lymphocytic leukemia, B-cell lymphoma, and multiple myeloma.<sup>10</sup>

28. The IARC evaluation was and remains significant. It confirmed what had been believed for years: that glyphosate is toxic to humans.

29. Nevertheless, Monsanto, since it began selling Roundup®, has represented it as safe to humans and the environment.

30. Indeed, Monsanto has repeatedly proclaimed, and continues to proclaim, to the world, and particularly to United States consumers, that glyphosate-based herbicides, including Roundup®, create no unreasonable risks to human health or to the environment.

31. For more than 40 years, farms across the world have used Roundup® without knowing of the dangers its use poses. That is because when Monsanto first introduced Roundup®, it touted glyphosate as a technological breakthrough: it could kill almost every weed without causing harm either to people or to the environment. Of course, history has shown that not to be true. According to the WHO, the main ingredient of Roundup®—glyphosate—is a probable cause

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<sup>10</sup> See Guyton et al., *Carcinogenicity of Tetrachlorvinphos, Parathion, Malathion, Diazinon & Glyphosate*, *supra*.

of cancer. Those most at risk are farm workers and other individuals with workplace exposure to Roundup®, such as garden center workers, nursery workers, and those regularly involved in commercial or residential landscaping and property maintenance. Monsanto assured the public that Roundup® was harmless. In order to prove this, Monsanto has championed falsified data and has attacked legitimate studies that revealed Roundup’s dangers. Monsanto has led a prolonged campaign of misinformation to convince government agencies, farmers, and the general population that Roundup® is safe.

***The Discovery of Glyphosate and Development of Roundup®***

32. The herbicidal properties of glyphosate were discovered in 1970 by Monsanto chemist John Franz. The first glyphosate-based herbicide was introduced to the market in the mid-1970s under the brand name Roundup®.<sup>11</sup> From the outset, Monsanto marketed Roundup® as a “safe” general purpose herbicide for widespread commercial and consumer use. It still markets Roundup® as safe today.<sup>12</sup>

33. In addition to the active ingredient glyphosate, Roundup® formulations also contain adjuvants and other chemicals such as the surfactant POEA, which are considered “inert” and therefore protected as “trade secrets” in manufacturing. Growing evidence suggests that these adjuvants and additional components of Roundup® formulations are not, in fact, inert and are toxic in their own right.

***Scientific Fraud Underlying the Marketing and Sale of Glyphosate/Roundup®***

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<sup>11</sup> Monsanto, *Backgrounder, History of Monsanto’s Glyphosate Herbicide* (Sep. 2, 2015), available at [http://www.bingeiagung.com/files/back\\_history.pdf](http://www.bingeiagung.com/files/back_history.pdf).

<sup>12</sup> Monsanto, *what is Glyphosate?* (Sep. 2, 2015), available at [https://www.monsantoglobal.com/global/au/products/Documents/what\\_is\\_glyphosate.pdf](https://www.monsantoglobal.com/global/au/products/Documents/what_is_glyphosate.pdf).



34. Based on early studies showing that glyphosate could cause cancer in laboratory animals, the EPA originally classified glyphosate as *possibly carcinogenic to humans* (Group C) in 1985. After pressure from Monsanto, including contrary studies it provided to the EPA, the EPA changed its classification to *evidence of non-carcinogenicity in humans* (Group E) in 1991 and in 2020 that there was no risk of concern to human health. “It should be emphasized, however, that designation of an agent in Group E is based on the available evidence at the time of evaluation and should not be interpreted as a definitive conclusion that the agent will not be a carcinogen under any circumstances.”<sup>13</sup>

35. On two occasions, the EPA found that the laboratories hired by Monsanto to test the toxicity of its Roundup® products for registration purposes committed fraud.

36. In the first instance, Monsanto, in seeking initial registration of Roundup® by the EPA, hired Industrial Bio-Test laboratories (“IBT”) to perform and evaluate pesticide toxicology studies relating to Roundup®.<sup>14</sup> IBT performed about 30 tests on glyphosate and glyphosate containing products, including nine of the 15 residue studies needed to register Roundup®.

37. In 1976, the United States Food and Drug Administration (“FDA”) performed an inspection of IBT that revealed discrepancies between the raw data and the final report relating to the toxicological impacts of glyphosate. The EPA subsequently audited IBT; it too found the toxicology studies conducted for the Roundup® herbicide to be invalid.<sup>15</sup> An EPA reviewer stated,

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<sup>13</sup> U.S. Env'tl. Prot. Agency, *Memorandum, Subject: SECOND Peer Review of Glyphosate 1* (1991), available at <https://archive.epa.gov/pesticides/chemicalsearch/chemical/foia/web/pdf/103601/417300-1991-10-30a.pdf>.

<sup>14</sup> Monsanto, *Background, Testing Fraud: IBT and Craven Laboratories* (2005), available at [https://monsanto.com/app/uploads/2017/06/ibt\\_craven\\_bkg.pdf](https://monsanto.com/app/uploads/2017/06/ibt_craven_bkg.pdf).

<sup>15</sup> U.S. Env'tl. Prot. Agency, *Summary of the IBT Review Program Office of Pesticide Programs* (1983), available at

after finding “routine” falsification of data” at IBT, it was “hard to believe the scientific integrity of the studies when they said they took specimens of the uterus from male rabbits.”<sup>16</sup>

38. Three top executives of IBT were convicted of fraud in 1983.

39. In the second incident of data falsification, Monsanto hired Craven Laboratories in 1991 to perform pesticide and herbicide studies, including Roundup®. In that same year, the owner of Craven Laboratories and three of its employees were indicted, and later convicted, of fraudulent laboratory practices in the testing of pesticides and herbicides.<sup>17</sup>

40. Despite the falsity of the tests that underlie its registration, within a few years of its launch, Monsanto was marketing Roundup® in 115 countries.

***Monsanto has known for decades that it falsely advertises the safety of Roundup®***

41. In 1996, the New York Attorney General (“NYAG”) filed a lawsuit against Monsanto based on its false and misleading advertising of Roundup® products. Specifically, the lawsuit challenged Monsanto’s general representations that its spray-on glyphosate-based herbicides, including Roundup®, were “**safer than table salt**” and “**practically non-toxic**” to

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<https://nepis.epa.gov/Exe/ZyNET.exe/91014ULV.TXT?ZyActionD=ZyDocument&Client=EPA&Index=1981+Thru+1985&Docs=&Query=&Time=&EndTime=&SearchMethod=1&TocRestrict=n&Toc=&TocEntry=&QField=&QFieldYear=&QFieldMonth=&QFieldDay=&IntQFieldOp=0&ExtQFieldOp=0&XmlQuery=&File=D%3A%5Czyfiles%5CIndex%20Data%5C81thru85%5CTxt%5C00000022%5C91014ULV.txt&User=ANONYMOUS&Password=anonymous&SortMethod=h%7C-&MaximumDocuments=1&FuzzyDegree=0&ImageQuality=r75g8/r75g8/x150y150g16/i425&Display=hpfr&DefSeekPage=x&SearchBack=ZyActionL&Back=ZyActionS&BackDesc=Results%20page&MaximumPages=1&ZyEntry=1&SeekPage=x&ZyPURL>

<sup>16</sup> Marie-Monique Robin, *The World According to Monsanto: Pollution, Corruption and the Control of the World’s Food Supply* (2011) (citing U.S. Env’tl. Prot. Agency, *Data Validation, Memo from K. Locke, Toxicology Branch, to R. Taylor, Registration Branch*, Washington, D.C. (August 9, 1978)).

<sup>17</sup> Monsanto, *Background, Testing Fraud: IBT and Craven Laboratories*, *supra*.

mammals, birds, and fish. Among the representations the NYAG found deceptive and misleading about the human and environmental safety of glyphosate and/or Roundup® are the following:

a. “Remember that environmentally friendly Roundup® herbicide is biodegradable. It won’t build up in the soil so you can use Roundup® with confidence along customers’ driveways, sidewalks, and fences...”

b. “And remember that Roundup® is biodegradable and won’t build up in the soil. That will give you the environmental confidence you need to use Roundup® everywhere you’ve got a weed, brush, edging or trimming problem.”

c. “Roundup® biodegrades into naturally occurring elements.”

d. “Remember that versatile Roundup® herbicide stays where you put it. That means there’s no washing or leaching to harm customers’ shrubs or other desirable vegetation.”

e. “This non-residual herbicide will not wash or leach in the soil. It ... stays where you apply it.”

f. “You can apply Roundup® with ‘confidence because it will stay where you put it’ it binds tightly to soil particles, preventing leaching. Then, soon after application, soil microorganisms biodegrade Roundup® into natural products.”

g. “Glyphosate is less toxic to rats than table salt following acute oral ingestion.”

h. “Glyphosate’s safety margin is much greater than required. It has over a 1,000-fold safety margin in food and over a 700-fold safety margin for workers who manufacture it or use it.”

i. “You can feel good about using herbicides by Monsanto. They carry a toxicity category rating of ‘practically non-toxic’ as it pertains to mammals, birds, and fish.”

j. “Roundup® can be used where kids and pets will play and breaks down into natural material.” This ad depicts a person with his head in the ground and a pet dog standing in an area which has been treated with Roundup®.<sup>18</sup>

42. On November 19, 1996, Monsanto entered into an Assurance of Discontinuance with NYAG, in which Monsanto agreed, among other things, “to cease and desist from publishing or broadcasting any advertising [in New York] that represent, directly or by implication” that:

a. its glyphosate containing pesticide products, or any component thereof are safe, nontoxic, harmless, or free from risk;

b. its glyphosate containing pesticide products, or any component thereof manufactured, formulated, distributed, or sold by Monsanto are biodegradable;

c. its glyphosate containing pesticide products, or any component thereof stay where they are applied under all circumstances and will not move through the environment by any means;

d. its glyphosate containing pesticide products, or any component thereof are “good” for the environment or are “known for their environmental characteristics”;

e. glyphosate containing pesticide products, or any component thereof are safer or less toxic than common consumer products other than herbicides; and

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<sup>18</sup> Attorney General of the State of New York, in the Matter of Monsanto Company, Assurance of Discontinuance Pursuant to Executive Law § 63(15) (Nov. 1996).

f. its glyphosate containing products, or any component thereof might be classified as “practically non-toxic.”

43. Monsanto did not alter its advertising in the same manner in any state other than New York.

44. In 2009, France’s highest court ruled that Monsanto had not told the truth about the safety of Roundup®. The French court affirmed an earlier judgment that Monsanto had falsely advertised its herbicide Roundup® as “biodegradable” and that it “left the soil clean.”<sup>19</sup>

### *Classification and Assessments of Glyphosate*

45. The IARC process for the classification of glyphosate followed IARC’s stringent procedures for the evaluation of a chemical agent. Over time, the IARC Monograph program has reviewed 980 agents. Of those reviewed, it has determined 116 agents to be Group 1 (Known Human Carcinogens); 73 agents to be Group 2A (Probable Human Carcinogens); 287 agents to be Group 2B (Possible Human Carcinogens); 503 agents to be Group 3 (Not Classified); and one agent to be Probably Not Carcinogenic.

46. The established procedure for IARC Monograph evaluations is described in the IARC Program’s Preamble.<sup>20</sup> Evaluations are performed by panels of international experts, selected on the basis of their expertise and the absence of actual or apparent conflicts of interest.

47. One year before the Monograph meeting, the meeting is announced and there is a call both for data and for experts. Eight months before the Monograph meeting, the Working Group membership is selected, and the sections of the Monograph are developed by the Working

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<sup>19</sup> *Monsanto Guilty in ‘False Ad’ Row*, BBC, Oct. 15, 2009, available at <http://news.bbc.co.uk/2/hi/europe/8308903.stm>.

<sup>20</sup> World Health Org., *IARC Monographs on the Evaluation of Carcinogenic Risks to Humans: Preamble* (2006), available at <http://monographs.iarc.fr/ENG/Preamble/CurrentPreamble.pdf>.

Group members. One month prior to the Monograph meeting, the call for data is closed and the various draft sections are distributed among Working Group members for review and comment. Finally, at the Monograph meeting, the Working Group finalizes review of all literature, evaluates the evidence in each category, and completes the overall evaluation. Within two weeks after the Monograph meeting, the summary of the Working Group findings is published in *The Lance Oncology*, and within a year after the meeting, the finalized Monograph is published.

48. In assessing an agent, the IARC Working Group reviews the following information: (a) human, experimental, and mechanistic data; (b) all pertinent epidemiological studies and cancer bioassays; and (c) representative mechanistic data. The studies must be publicly available and have sufficient detail for meaningful review, and reviewers cannot be associated with the underlying study.

49. In March 2015, IARC reassessed glyphosate. The summary published in *The Lancet Oncology* reported that glyphosate is a Group 2A agent and probably carcinogenic in humans.

50. On July 29, 2015, IARC issued its Monograph for glyphosate, Monograph Volume 112. For Volume 112, a Working Group of 17 experts from 11 countries met at IARC from March 3-10, 2015, to assess the carcinogenicity of certain herbicides, including glyphosate. The March meeting culminated a nearly one-year review and preparation by the IARC Secretariat and the Working Group, including a comprehensive review of the latest available scientific evidence. According to published procedures, the Working Group considered “reports that have been published or accepted for publication in the openly available scientific literature” as well as “data from governmental reports that are publicly available.”

51. The studies considered the following exposure groups: (1) occupational exposure of farmers and tree nursery workers in the United States, forestry workers in Canada and Finland and municipal weed-control workers in the United Kingdom; and (2) para-occupational exposure in farming families.

52. Glyphosate was identified as the second most used household herbicide in the United States for weed control between 2001 and 2007, and the most heavily used herbicide in the world in 2012.

53. Exposure pathways are identified as air (especially during spraying), water, and food. Community exposure to glyphosate is widespread and found in soil, air, surface water, and groundwater, as well as in food.

54. The assessment of the IARC Working Group identified several case control studies of occupational exposure in the United States, Canada, and Sweden. These studies show human health concerns from agricultural and other work-related exposure to glyphosate.

55. The IARC Working Group found an increased risk between exposure to glyphosate and NHL and several subtypes of NHL, and the increased risk persisted after adjustment for other pesticides.

56. The IARC Working Group also found that glyphosate caused DNA and chromosomal damage in human cells. One study in community residents reported increases in blood markers of chromosomal damage (micronuclei) after glyphosate formulations were sprayed.

57. In male CD-1 mice, glyphosate induced a positive trend in the incidence of a rare tumor: renal tubule carcinoma. A second study reported a positive trend for hemangiosarcoma in male mice. Glyphosate increased pancreatic islet-cell adenoma in male rats in two studies. A glyphosate formulation promoted skin tumors in an initiation promotion study in mice.

58. The IARC Working Group also noted that glyphosate has been detected in the urine of agricultural workers, indicating absorption. Soil microbes degrade glyphosate to aminomethylphosphonic acid (AMPA). Blood AMPA detection after exposure suggests intestinal microbial metabolism in humans.

59. The IARC Working Group further found that glyphosate and glyphosate formulations induced DNA and chromosomal damage in mammals, and in human and animal cells in utero.

60. The IARC Working Group also noted genotoxic, hormonal, and enzymatic effects in mammals exposed to glyphosate.<sup>21</sup> Essentially, glyphosate inhibits the biosynthesis of aromatic amino acids, which leads to several metabolic disturbances, including the inhibition of protein and secondary product biosynthesis and general metabolic disruption.

61. The IARC Working Group also reviewed an Agricultural Health Study, consisting of a prospective cohort of 57,311 licensed pesticide applicators in Iowa and North Carolina.<sup>22</sup> While this study differed from others in that it was based on a self-administered questionnaire, the results support an association between glyphosate exposure and multiple myeloma, hairy cell leukemia (HCL), and chronic lymphocytic leukemia (CLL), in addition to several other cancers.

***Other Earlier Findings about Glyphosate's Dangers to Human Health***

62. The EPA has a technical fact sheet, as part of its Drinking Water and Health, National Primary Drinking Water Regulations publication, relating to glyphosate. This technical

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<sup>21</sup> Guyton et al., *Carcinogenicity of Tetrachlorvinphos, Parathion, Malathion, Diazinon & Glyphosate*, *supra* at 77.

<sup>22</sup> Anneclare J. De Roos et al., *Cancer Incidence Among Glyphosate-Exposed Pesticide Applicators in the Agricultural Health Study*, 113 *Env'tl Health Perspectives* 49-54 (2005), available at <http://www.ncbi.nlm.nih.gov/pmc/articles/PMC1253709/pdf/ehp0113-000049.pdf>.



fact sheet predates IARC's March 20, 2015, evaluation. The fact sheet describes the release patterns for glyphosate as follows:

### **Release Patterns**

Glyphosate is released to the environment in its use as an herbicide for controlling woody and herbaceous weeds on forestry, right-of-way, cropped and non-cropped sites. These sites may be around water and in wetlands. It may also be released to the environment during its manufacture, formulation, transport, storage, disposal, and cleanup, and from spills. Since glyphosate is not a listed chemical in the Toxics Release Inventory, data on releases during its manufacture and handling are not available. Occupational workers and home gardeners may be exposed to glyphosate by inhalation and dermal contact during spraying, mixing, and cleanup. They may also be exposed by touching soil and plants to which glyphosate was applied. Occupational exposure may also occur during glyphosate's manufacture, transport storage, and disposal.<sup>23</sup>

63. In 1995, the Northwest Coalition for Alternatives to Pesticides reports that in California, the state with the most comprehensive program for reporting of pesticide caused illness, glyphosate was the third most commonly reported cause of pesticide illness among agricultural workers.<sup>24</sup>

### ***The Toxicity of Other Ingredients in Roundup®***

64. In addition to the toxicity of the active ingredient, glyphosate, several studies support the hypothesis that the glyphosate-based formulation in Defendant's Roundup® products is more dangerous and toxic than glyphosate alone. Indeed, as early as 1991, available evidence demonstrated that glyphosate formulations were significantly more toxic than glyphosate alone.<sup>25</sup>

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<sup>23</sup> U.S. Env'tl. Prot. Agency, *Technical Factsheet on: Glyphosate*, *supra*.

<sup>24</sup> Caroline Cox, *Glyphosate, Part 2: Human Exposure and Ecological Effects*, 15 J. PESTICIDE REFORM 4 (1995); W.S. Peas et al., *Preventing pesticide-related illness in California agriculture: Strategies and priorities*, *Environmental Health Policy Program Report*, Univ. of Cal. School of Public Health, Calif. Policy Seminar (1993).

<sup>25</sup> Martinez, T.T. and K. Brown, *Oral and pulmonary toxicology of the surfactant used in Roundup herbicide*, PROC. WEST. PHARMACOL. SOC. 34:43-46 (1991).

65. In 2002, a study by Julie Marc, entitled “Pesticide Roundup® Provokes Cell Division Dysfunction at the Level of CDK1/Cyclin B Activation,” revealed that Roundup® causes delays in the cell cycles of sea urchins but that the same concentrations of glyphosate alone were ineffective and did not alter cell cycles.<sup>26</sup>

66. A 2004 study by Marc and others, entitled “Glyphosate-based pesticides affect cell cycle regulation,” demonstrated a molecular link between glyphosate-based products and cell cycle dysregulation. The researchers noted that “cell cycle dysregulation is a hallmark of tumor cells and human cancer. Failure in the cell cycle checkpoints leads genomic instability and subsequent development of cancer from the initial affected cell.” Further, “[since] cell cycle disorders such as cancer result from dysfunction of a unique cell, it was of interest to evaluate the threshold dose of glyphosate affecting the cells.”<sup>27</sup>

67. In 2005, a study by Francisco Peixoto, entitled “Comparative effects of the Roundup and glyphosate on mitochondrial oxidative phosphorylation,” demonstrated that Roundup’s effects on rat liver mitochondria are far more toxic than equal concentrations of glyphosate alone. The Peixoto study further suggested that the harmful effects of Roundup® on mitochondrial bioenergetics could not be exclusively attributed to glyphosate but could be the

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<sup>26</sup> Julie Marc, et al., *Pesticide Roundup Provokes Cell Division Dysfunction at the Level of CDK1/Cyclin B Activation*, 15 CHEM. RES. TOXICOL. 326-331 (2002), available at <http://pubs.acs.org/doi/full/10.1021/tx015543g>.

<sup>27</sup> Julie Marc, et al., *Glyphosate-based pesticides affect cell cycle regulation*, 96 BIOLOGY OF THE CELL 245, 245-249 (2004), available at <http://onlinelibrary.wiley.com/doi/10.1016/j.biocel.2003.11.010/epdf>.

result of other chemicals, such as the surfactant POEA, or in the alternative, due to a potential synergic effect between glyphosate and other ingredients in the Roundup® formulation.<sup>28</sup>

68. In 2009, Nora Benachour and Gilles-Eric Seralini published a study examining the effects of Roundup® and glyphosate on human umbilical, embryonic, and placental cells. The study evaluated dilution levels of Roundup® and glyphosate that were far below agricultural recommendations, corresponding with low levels of residue in food. The researchers ultimately concluded that supposed “inert” ingredients, and possibly POEA, alter human cell permeability and amplify toxicity of glyphosate alone. The researchers further suggested that assessments of glyphosate toxicity should account for the presence of adjuvants or additional chemicals used in the formulation of the complete pesticide. The study confirmed that the adjuvants present in Roundup® are not, in fact, inert and that Roundup® is potentially far more toxic than its active ingredient glyphosate alone.<sup>29</sup>

69. The results of these studies were at all times available to Defendant. The Defendant thus knew or should have known that Roundup® is more toxic than glyphosate alone and that safety studies of Roundup®, Roundup®’s adjuvants and “inert” ingredients, and/or the surfactant POEA were necessary to protect Plaintiff from Roundup®.

70. Despite its knowledge that Roundup® is considerably more dangerous than glyphosate alone, Defendant continued to promote Roundup® as safe.

### ***Worldwide Bans on Roundup®/Glyphosate***

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<sup>28</sup> Francisco Peixoto, *Comparative effects of the Roundup and glyphosate on mitochondrial oxidative phosphorylation*, 61 CHEMOSPHERE 1115, 1122 (2005), available at <https://www.sciencedirect.com/science/article/pii/S0045653505004558?via%3Dihub>.

<sup>29</sup> Nora Benachour, et al., *Glyphosate Formulations Induce Apoptosis and Necrosis in Human Umbilical, Embryonic, and Placental Cells*, 22 CHEM. RES. TOXICOL. 97-105 (2008), available at <http://big.assets.huffingtonpost.com/france.pdf>.

71. Several countries around the world have instituted bans on the sale of Roundup® and other glyphosate-containing herbicides, both before and since IARC first announced its assessment for glyphosate in March 2015, and more countries undoubtedly will follow suit as the dangers of the use of Roundup® become more widely known. The Netherlands issued a ban on all non-commercial use of glyphosate-based herbicides in April 2014, including Roundup®, which took effect at the end of 2015. In issuing the ban, the Dutch Parliament member who introduced the successful legislation stated: “Agricultural pesticides in user-friendly packaging are sold in abundance to private persons. In garden centers, Roundup® is promoted as harmless, but unsuspecting customers have no idea what the risks of this product are. Especially children are sensitive to toxic substances and should therefore not be exposed to it.”<sup>30</sup>

72. France banned the private sale of Roundup® and glyphosate following the IARC assessment for Glyphosate.<sup>31</sup> And in 2019, France announced that France would eliminate the use of glyphosate by 2021 with limited exceptions.<sup>32</sup>

73. Bermuda banned both the private and commercial sale of glyphosates, including Roundup® and restricted the use of glyphosate to treat overgrown roadsides.

### ***Proposition 65 Listing***

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<sup>30</sup> *Holland’s Parliament Bans Glyphosate Herbicides*, The Real Agenda News, April 14, 2014, available at <https://real-agenda.com/world-3/hollands-parliament-bans-glyphosate-herbicides/>.

<sup>31</sup> Zoe Schlanger, *France Bans Sales of Monsanto’s Roundup in Garden Centers, 3 Months After U.N. Calls it “Probable Carcinogen”*, NEWSWEEK, JUNE 15, 2015, available at <http://www.newsweek.com/france-bans-sale-monsantos-roundup-garden-cenens-after-un-namesit-probable-343311>.

<sup>32</sup> *France to Ban Dozens of Glyphosate Weedkillers Amid Health risk Debate*, Reuters, Dec. 9, 2019, available at <https://www.reuters.com/article/us-france-glyphosate/france-to-ban-dozens-of-glyphosate-weedkillers-amid-health-risk-debate-idUSKBN1YD1BG>.

74. On September 4, 2015, California’s Office of Environmental Health Hazard Assessment (“OEHHA”) published a notice of intent to include glyphosate on the state’s list of known carcinogens under Proposition 65.<sup>33</sup> Then on July 7, 2017, California’s OEHHA included glyphosate on the state’s list of known carcinogens under Proposition 65.<sup>34</sup> California’s Safe Drinking Water and Toxic Enforcement Act of 1986 (informally known as “Proposition 65”), requires the state to maintain and, at least once a year, revise and republish a list of chemicals “known to the State of California to cause cancer or reproductive toxicity.”<sup>35</sup> The OEHHA determined that glyphosate met the criteria for the listing mechanism under the Labor Code following IARC’s assessment of the chemical.<sup>36</sup>

75. The listing process under the Labor Code is essentially automatic. The list of known carcinogens, at a minimum, must include substances identified by reference in Labor Code § 6382(b)(1). That section of the Labor Code identifies “[s]ubstances listed as human or animal carcinogens by the International Agency for Research on Cancer (IARC).” IARC’s classification of glyphosate as a Group 2A chemical (“probably carcinogenic to humans”) therefore triggered the listing.

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<sup>33</sup> Cal. Env’tl. Prot. Agency Office of Env’tl. Health Hazard Assessment, Notice of Intent to List Chemicals by the Labor Code Mechanism: Tetrachlorvinphos, Parathion, Malathion, Glyphosate (Sept. 4, 2015), available at <https://oehha.ca.gov/proposition-65/cmr/notice-intent-list-tetrachlorvinphos-parathion-malathion-glyphosate>.

<sup>34</sup> Cal. Env’tl. Prot. Agency Office of Env’tl. Health Hazard Assessment, Chemicals Considered or Listed Under Proposition 65 (July 7, 2017), available at <https://oehha.ca.gov/proposition-65/chemicals/glyphosate>.

<sup>35</sup> *Frequently Asked Questions*, STATE OF CAL. DEPT OF JUSTICE, OFFICE OF THE ATTORNEY GENERAL, available at <http://oag.ca.gov/prop65/faq>.

<sup>36</sup> Cal. Env’tl. Prot. Agency Office of Env’tl. Health Hazard Assessment, Notice of Intent to List Chemicals by the Labor Code Mechanism: Tetrachlorvinphos, Parathion, Malathion, Glyphosate (Sept. 4, 2015), available at <https://oehha.ca.gov/proposition-65/cmr/notice-intent-list-tetrachlorvinphos-parathion-malathion-glyphosate>.

76. A business that deploys a listed chemical in its products must provide “clear and reasonable warnings” to the public prior to exposure to the chemical. To be clear and reasonable, a warning must “(1) clearly communicate that the chemical is known to cause cancer, and/or birth defects or other reproductive harm; and (2) effectively reach the person before exposure.”<sup>37</sup> The law also prohibits the discharge of listed chemicals into drinking water.

77. Monsanto disputed the initial listing decision and, in January 2016, filed a lawsuit against OEHHA and the agency’s acting director, Lauren Zeise, in California state court, seeking declaratory and injunctive relief to prevent OEHHA from listing glyphosate.<sup>38</sup>

78. Monsanto alleged that OEHHA’s exclusive reliance on the IARC decision signified that “OEHHA effectively elevated the determination of an ad hoc committee of an unelected, foreign body, which answers to no United States official (let alone any California state official), over the conclusions of its own scientific experts.”<sup>39</sup> Monsanto further alleged that the Labor Code listing mechanism presented various constitutional violations because it “effectively empowers an unelected, undemocratic, unaccountable, and foreign body to make laws applicable in California.”<sup>40</sup> Among other things, Monsanto argued that Proposition 65’s requirement to provide

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<sup>37</sup> *Frequently Asked Questions*, STATE OF CAL. DEPARTMENT OF JUSTICE, OFFICE OF THE ATTORNEY GENERAL, *supra*.

<sup>38</sup> Monsanto Company’s Verified Petition for Writ of Mandate and Complaint for Preliminary and Permanent Injunctive and Declaratory Relief, *Monsanto Co. v. Office of the Env’tl Health Hazard Assessment, et al.*, No. 16-CECG-00183 (Cal. Super. Ct.), available at <https://1.next.westlaw.com/Document/I93e4bf80c3bf11e59dcad96e4d86e5cf/View/FullText.html?listSource=RelatedInfo&list=Filings&rank=13&docFamilyGuid=I94f85260c3bf11e5a0a1b27c38f1a501&originationContext=filings&transitionType=FilingsItem&contextData=%28sc.Search%29>.

<sup>39</sup> *Id.* at 2.

<sup>40</sup> *Id.* at 3.

a “clear and reasonable warning” to consumers that the chemical is a known carcinogen would damage its reputation and violate its First Amendment rights.<sup>41</sup>

***Statement of Concern Regarding Glyphosate-Based Herbicides***

79. On February 17, 2016, a consensus statement published in the journal *Environmental Health*, entitled “Concerns over use of glyphosate-based herbicides and risks associated with exposures: a consensus statement,” assessed the safety of glyphosate-based herbicides (“GBHs”).<sup>42</sup> The paper’s “focus is on the unanticipated effects arising from the worldwide increase in use of GBHs, coupled with recent discoveries about the toxicity and human health risks stemming from use of GBHs.”<sup>43</sup> The researchers drew seven factual conclusions about GBHs:

1. GBHs are the most heavily applied herbicide in the world and usage continues to rise;
2. Worldwide, GBHs often contaminate drinking water sources, precipitation, and air, especially in agricultural regions;
3. The half-life of glyphosate in water and soil is longer than previously recognized;
4. Glyphosate and its metabolites are widely present in the global soybean supply;
5. Human exposures to GBHs are rising;
6. Glyphosate is now authoritatively classified as a probable human carcinogen; and
7. Regulatory estimates of tolerable daily intakes for glyphosate in the United States and European Union are based on outdated science.<sup>44</sup>

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<sup>41</sup> *Id.*

<sup>42</sup> John P. Myers, et al., *Concerns over use of glyphosate-based herbicides and risks associated with exposures: a consensus statement*, *Environmental Health* (2016), available at <http://ehjournal.biomedcentral.com/articles/10.1186/s12940-016-0117-0>.

<sup>43</sup> *Id.*

<sup>44</sup> *Id.*

80. The researchers noted that GBH use has increased approximately 100-fold since the 1970s. Furthermore, far from posing a limited hazard to vertebrates, as previously believed, two decades of evidence demonstrated that “several vertebrate pathways are likely targets of action, including hepatorenal damage, effects on nutrient balance through glyphosate chelating action and endocrine disruption.”<sup>45</sup>

81. The paper attributed uncertainties in current assessments of glyphosate formulations to the fact that “[t]he full list of chemicals in most commercial GBHs is protected as ‘commercial business information,’ despite the universally accepted relevance of such information to scientists hoping to conduct an accurate risk assessment of these herbicide formulations.” Further, the researchers argue, “[t]he distinction in regulatory review and decision processes between ‘active’ and ‘inert’ ingredients has no toxicological justification, given increasing evidence that several so-called ‘inert’ adjuvants are toxic in their own right.”<sup>46</sup>

82. Among various implications, the researchers conclude that “existing toxicological data and risk assessments are not sufficient to infer that GBHs, as currently used, are safe.” Further, “GBH product formulations are more potent, or toxic, than glyphosate alone to a wide array of non-target organisms including mammals, aquatic insects, and fish.” Accordingly, “risk assessments of GBHs that are based on studies quantifying the impacts of glyphosate alone underestimate both toxicity and exposure, and thus risk.” The paper concludes that this “shortcoming has repeatedly led regulators to set inappropriately high exposure thresholds.”<sup>47</sup>

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<sup>45</sup> *Id.*

<sup>46</sup> *Id.*

<sup>47</sup> *Id.*



83. The researchers also critique the current practice of regulators who largely rely on “unpublished, non-peer reviewed data generated by the registrants” but ignore “published research because it often uses standards and procedures to assess quality that are different from those codified in regulatory agency data requirements, which largely focus on avoiding fraud.” In the researchers’ view, “[s]cientists independent of the registrants should conduct regulatory tests of GBHs that include glyphosate alone, as well as GBH-product formulations.”<sup>48</sup>

84. The researchers also call for greater inclusion of GBHs in government-led toxicology testing programs:

[A] fresh and independent examination of GBH toxicity should be undertaken, and . . . this re-examination be accompanied by systematic efforts by relevant agencies to monitor GBH levels in people and in the food supply, none of which are occurring today. The U.S. National Toxicology Program should prioritize a thorough toxicological assessment of the multiple pathways now identified as potentially vulnerable of GBHs.<sup>49</sup>

85. The researchers suggest that, in order to fill the gap created by an absence of government funds to support research on GBHs, regulators could adopt a system through which manufacturers fund the registration process and the necessary testing:

[W]e recommend that a system be put in place through which manufacturers of GBHs provide funds to the appropriate regulatory body as part or routine registration actions and fees. Such funds should then be transferred to appropriate government research institutes, or to an agency experienced in the award of competitive grants. In either case, funds would be made available to independent scientists to conduct the appropriate long-term (minimum 2 years) safety studies in recognized animal model systems. A thorough and modern assessment of GBH toxicity will encompass potential endocrine disruption, impacts on the gut microbiome, carcinogenicity, and multigenerational effects looking at reproductive capability and frequency of birth defects.<sup>50</sup>

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<sup>48</sup> *Id.*

<sup>49</sup> *Id.*

<sup>50</sup> *Id.*

*Plaintiff's Exposure to Roundup®*

86. Mr. Brown was born on August 23, 1968.

87. Beginning at the latest in 1996, Mr. Brown has used Roundup® extensively. He applied it to the grounds and surfaces at his father's athletic club, he used it as part of his regular landscaping and maintenance work at his primary residences and vacation homes, he used it to maintain the grounds and surfaces at various commercial buildings he has owned, and, from approximately 2007 to 2022, he used Roundup® extensively on a 64-acre hunting and outdoor recreation property, using a backpack sprayer to apply it to control weeds in and around roads, feed plots, and other parts of the property.

88. At all times relevant, Mr. Brown followed the instructions and labels associated with the use of Roundup®. Because those instructions and labels did not warn of the dangers associated with Roundup® or glyphosate, Mr. Brown took no precautions to avoid exposure to the product, generally wearing shorts and short-sleeved shirts and not donning any personal protective equipment.

89. During the entire time he used Roundup®, Mr. Brown was unaware—and had not been warned—of the fact that his exposure to Roundup® was injurious to his health or the health of others.

90. In September 2023, during his annual physical, Mr. Brown's doctor noted a lump on his neck. Subsequent examinations and testing resulted in a diagnosis of Chronic Lymphocytic Leukemia ("CLL"), a type of Non-Hodgkin Lymphoma. In November 2023, Plaintiff was diagnosed with CLL at age 55, substantially below the average age (70 years old) at which CLL is diagnosed.

**COUNT ONE  
STRICT LIABILITY  
(DESIGN DEFECT)**

91. Plaintiff incorporates by reference all other paragraphs of this Complaint as if fully set forth herein, and further alleges:

92. Plaintiff brings this strict liability claim against Defendant for defective design.

93. At all times relevant to this litigation, Defendant engaged in the business of testing, developing, designing, manufacturing, marketing, selling, distributing, and promoting Roundup® products, which are defective and unreasonably dangerous to consumers, users and other persons coming into contact with them, including Plaintiff, thereby placing Roundup® products into the stream of commerce. These actions were under the ultimate control and supervision of Defendant.

94. At all times relevant to this litigation, Defendant designed, researched, developed, formulated, manufactured, produced, tested, assembled, labeled, advertised, promoted, marketed, sold, and distributed the Roundup® products used by Plaintiff and/or to which Plaintiff was exposed, as described above.

95. At all times relevant to this litigation, Defendant's Roundup® products were manufactured, designed, and labeled in an unsafe, defective, and inherently dangerous manner that was dangerous for use by or exposure to the public, and, in particular, Plaintiff.

96. At all times relevant to this litigation, Defendant's Roundup® products reached the intended consumers, handlers, and users or other persons coming into contact with these products in South Carolina and throughout the United States, including Plaintiff without substantial change in their condition as designed, manufactured, sold, distributed, labeled, and marketed by Defendant.

97. Defendant's Roundup® products, as researched, tested, developed, designed, licensed, formulated, manufactured, packaged, labeled, distributed, sold, and marketed by Defendant, were defective in design and formulation in that when they left the hands of the Defendant's manufacturers and/or suppliers, they were unreasonably dangerous because they were not as safe as an ordinary consumer would expect when used in an intended or reasonably foreseeable manner.

98. Defendant's Roundup® products, as researched, tested, developed, designed, licensed, formulated, manufactured, packaged, labeled, distributed, sold, and marketed by Defendant, were defective in design and formulation in that when they left the hands of Defendant's manufacturers and/or suppliers, the foreseeable risks associated with these products' reasonably foreseeable uses exceeded the alleged benefits associated with their design and formulation.

99. Therefore, at all times relevant to this litigation, Defendant's Roundup® products, as researched, tested, developed, designed, licensed, manufactured, packaged, labeled, distributed, sold, and marketed by Defendant, were defective in design and formulation, in one or more of the following ways:

a. When placed in the stream of commerce, Defendant's Roundup® products were defective in design and formulation, and, consequently, dangerous to an extent beyond that which an ordinary consumer would expect.

b. When placed in the stream of commerce, Defendant's Roundup® products were unreasonably dangerous in that they were hazardous and posed a grave risk of cancer and other serious illnesses when used in a reasonably anticipated manner.

c. When placed in the stream of commerce, Defendant's Roundup® products contained unreasonably dangerous design defects and were not reasonably safe when used in a reasonably anticipated or intended manner.

d. Defendant did not sufficiently test, investigate, or study its Roundup® products and, specifically, the active ingredient glyphosate.

e. Exposure to Roundup® and glyphosate-containing products presents a risk of harmful side effects that outweigh any potential utility stemming from the use of the herbicide.

f. Defendant knew or should have known at the time of marketing its Roundup® products that exposure to Roundup® and specifically, its active ingredient glyphosate, could result in cancer and other severe illnesses and injuries.

g. Defendant did not conduct adequate post-marketing surveillance of its Roundup® products.

h. Defendant could have employed safer alternative designs and formulations.

100. At all times relevant to this litigation, Plaintiff used and/or was exposed to the use of Defendant's Roundup® products in an intended or reasonably foreseeable manner without knowledge of their dangerous characteristics.

101. Plaintiff could not have reasonably discovered the defects and risks associated with Roundup® or glyphosate-containing products before or at the time of exposure.

102. The harm caused by Defendant's Roundup® products far outweighed their benefit, rendering Defendant's products dangerous to an extent beyond that which an ordinary consumer would contemplate. Defendant's Roundup® products were and are more dangerous than alternative products and Defendant could have designed its Roundup® products to make them less

dangerous. Indeed, at the time that Defendant designed its Roundup® products, the state of the industry's scientific knowledge was such that a less risky design or formulation was attainable.

103. At the time Roundup® products left Defendant's control, there was a practical, technically feasible, and safer alternative design that would have prevented the harm without substantially impairing the reasonably anticipated or intended function of Defendant's Roundup® herbicides.

104. Defendant's defective design of Roundup® amounts to willful, wanton, and/or reckless conduct by Defendant.

105. Therefore, as a result of the unreasonably dangerous condition of its Roundup® products, Defendant is strictly liable to Plaintiff.

106. The defects in Defendant's Roundup® products were substantial and contributing factors in causing Plaintiff's grave injuries, and, but for Defendant's misconduct and omissions, Plaintiff would not have sustained his injuries.

107. As a direct and proximate result of Defendant placing its defective Roundup® products into the stream of commerce, Plaintiff has suffered and continues to suffer grave injuries, and he has endured pain and discomfort, as well as economic hardship, including considerable financial expenses for medical care and treatment. Plaintiff will continue to incur these expenses in the future.

108. As a result, Defendant is liable to Plaintiff for actual damages sufficient to compensate him for the injuries he has suffered. Furthermore, Defendant's conduct rose to the level of grossly negligent, reckless, willful and wanton conduct, and therefore Defendant is liable to Plaintiff for an amount of punitive damages sufficient to impress upon it the seriousness of its misconduct.

WHEREFORE, Plaintiff requests that the Court enter judgment in Plaintiff's favor for compensatory and punitive damages, together with interest, costs herein incurred, attorneys' fees, and all such other and further relief as this Court deems just and proper. Plaintiff also demands a jury trial on the issues contained herein.

**COUNT TWO**  
**FAILURE TO WARN**

109. Plaintiff incorporates by reference all other paragraphs of this Complaint as if fully set forth herein, and further alleges:

110. Defendant was the manufacturer and seller of Roundup® products purchased and used by Plaintiff. As such, Defendant had a duty to provide adequate warnings and instructions of the foreseeable risks associated with its products, namely the risk of Non-Hodgkin Lymphoma associated with exposure to its products.

111. Defendant failed to provide an adequate warning or instruction on its Roundup® products by failing to warn that exposure to them could result in the contraction of Non-Hodgkin Lymphoma.

112. Defendant's failure to provide an adequate warning of the cancer risk associated with its Roundup® products was unreasonable. A reasonable and prudent manufacturer and seller, acting under the same or similar circumstances, would have provided an adequate warning or instruction.

113. At the time the Roundup® products left the control of Defendant, the lack of an adequate warning or instruction pertaining to the cancer risk associated with the products created an unreasonably dangerous condition that the Defendant knew or, in the exercise of ordinary care should have known, posed a substantial risk of harm to a reasonably foreseeable person (namely, Plaintiff).

114. Defendant's failure to warn or otherwise instruction Plaintiff of the cancer risk associated with its Roundup® products proximately caused the damages suffered by Plaintiff, particularly the Non-Hodgkin Lymphoma contracted by Plaintiff and all its associated injuries.

115. As a result, Defendant is liable to Plaintiff for actual damages sufficient to compensate him for the injuries he has suffered. Furthermore, Defendant's conduct rose to the level of grossly negligent, reckless, willful and wanton conduct, and therefore Defendant is liable to Plaintiff for an amount of punitive damages sufficient to impress upon it the seriousness of its misconduct.

WHEREFORE, Plaintiff requests that the Court enter judgment in Plaintiff's favor for compensatory and punitive damages, together with interest, costs herein incurred, attorneys' fees, and all such other and further relief as this Court deems just and proper. Plaintiff also demands a jury trial on the issues contained herein.

### **COUNT THREE NEGLIGENCE**

116. Plaintiff incorporates by reference all other paragraphs of this Complaint as if fully set forth herein, and further alleges:

117. Defendant, directly or indirectly, caused Roundup® products to be sold, distributed, packaged, labeled, marketed, and/or promoted.

118. Defendant, directly or indirectly, caused Roundup® products to be purchased and/or used by Plaintiff.

119. At all times relevant to this litigation, Defendant had a duty to exercise reasonable care in the design, research, manufacture, marketing, advertisement, supply, promotion, packaging, sale, and distribution of its Roundup® products, including the duty to take all reasonable steps necessary to manufacture, promote, and/or sell a product that was not



unreasonably dangerous to consumers, users, and other persons coming into contact with the product.

120. At all times relevant to this litigation, Defendant had a duty to exercise reasonable care in the marketing, advertising, and sale of its Roundup® products. Defendant's duty of care owed to consumers and the general public included providing accurate, true, and correct information concerning the risks of using Roundup® and appropriate, complete, and accurate warnings concerning the potential adverse effects of exposure to Roundup® and, in particular, its active ingredient glyphosate.

121. At all times relevant to this litigation, Defendant knew or, in the exercise of reasonable care, should have known of the hazards and dangers of Roundup® and specifically, the carcinogenic properties of the chemical glyphosate.

122. Accordingly, at all times relevant to this litigation, Defendant knew or, in the exercise of reasonable care, should have known that use of or exposure to its Roundup® products could cause Plaintiff's injuries and thus created a dangerous and unreasonable risk of injury to the users of these products, including Mr. Brown.

123. Defendant knew or, in the exercise of reasonable care, should have known that Roundup® is more toxic than glyphosate alone and that safety studies on Roundup®, Roundup's adjuvants and "inert" ingredients, and/or the surfactant POEA were necessary to protect Plaintiff from Roundup®.

124. Defendant knew or, in the exercise of reasonable care, should have known that tests limited to Roundup®'s active ingredient glyphosate were insufficient to prove the safety of Roundup®.

125. Defendant also knew or, in the exercise of reasonable care, should have known that users and consumers of Roundup® were unaware of the risks and the magnitude of the risks associated with the use of and/or exposure to Roundup® and glyphosate-containing products.

126. As such, Defendant breached its duty of reasonable care and failed to exercise ordinary care in the design, research, development, manufacture, testing, marketing, supply, promotion, advertisement, packaging, sale, and distribution of its Roundup® products, in that Defendant manufactured and produced defective herbicides containing the chemical glyphosate, knew or had reason to know of the defects inherent in its products, knew or had reason to know that a user's or consumer's exposure to the products created a significant risk of harm and unreasonably dangerous side effects, and failed to prevent or adequately warn of these risks and injuries.

127. Defendant failed to appropriately and adequately test Roundup®, Roundup®'s adjuvants and "inert" ingredients, and/or the surfactant POEA to protect Plaintiff from Roundup®.

128. Despite the ability and means to investigate, study, and test its products and to provide adequate warnings, Defendant has failed to do so. Indeed, Defendant has wrongfully concealed information and has further made false and/or misleading statements concerning the safety and/or exposure to Roundup® and glyphosate.

129. Defendant's negligence included:

a. Manufacturing, producing, promoting, formulating, creating, developing, designing, selling, and/or distributing its Roundup® products without thorough and adequate pre- and post-market testing;

b. Manufacturing, producing, promoting, formulating, creating, developing, designing, selling, and/or distributing Roundup® while negligently and/or intentionally

concealing and failing to disclose the results of trials, tests, and studies of exposure to glyphosate, and, consequently, the risk of serious harm associated with human use of and exposure to Roundup®;

c. Failing to undertake sufficient studies and conduct necessary tests to determine whether or not Roundup® products and glyphosate-containing products were safe for their intended use in agriculture, horticulture, and at-home use;

d. Failing to undertake sufficient studies and conduct necessary tests to determine the safety of “inert” ingredients and/or adjuvants contained within Roundup®, and the propensity of these ingredients to render Roundup® toxic, increase the toxicity of Roundup®, whether these ingredients are carcinogenic, magnify the carcinogenic properties of Roundup®, and whether or not “inert” ingredients and/or adjuvants were safe for use;

e. Failing to use reasonable and prudent care in the design, research, manufacture, formulation, and development of Roundup® products so as to avoid the risk of serious harm associated with the prevalent use of Roundup®/glyphosate as a herbicide;

f. Failing to design and manufacture Roundup® products so as to ensure they were at least as safe and effective as other herbicides on the market;

g. Failing to provide adequate instructions, guidelines, and safety precautions to those persons who Defendant could reasonably foresee would use and/or be exposed to its Roundup® products;

h. Failing to disclose to Plaintiff, users, consumers, and the general public that the use of and exposure of Roundup® presented severe risks of cancer and other grave illnesses;

i. Failing to warn Plaintiff, users, consumers, and the general public that the product's risk of harm was unreasonable and that there were safer and effective alternative herbicides available to Plaintiff and other users or consumers.

j. Systemically suppressing or downplaying contrary evidence about the risks, incidence, and prevalence of the side effects of Roundup® and glyphosate containing products.

k. Representing that its Roundup® products were safe for their intended use when in fact, Defendant knew or should have known that the products were not safe for their intended use.

l. Declining to make or propose any changes to Roundup® products' labeling or other promotional materials that would alert the consumers and the general public of the risks of Roundup® and glyphosate.

m. Advertising, marketing, and recommending the use of Roundup® products, while concealing and failing to disclose or warn of the dangers known by Defendant to be associated with or caused by the use of or exposure to Roundup® and glyphosate.

n. Continuing to disseminate information to its consumers, which indicate or imply that Defendant's Roundup® products are not unsafe for use in the agricultural, horticultural industries, and/or home use; and

o. Continuing the manufacture and sale of its products with the knowledge that the products were unreasonably unsafe and dangerous.

130. Further, Monsanto under-reported, underestimated, and downplayed the serious dangers of its Roundup® products. Specifically, Monsanto negligently and deceptively compared

the safety risks and/or dangers of Roundup® with common everyday foods such as table salt and other available forms of herbicides.

131. Defendant knew and/or should have known that it was foreseeable that consumers and/or users, such as Plaintiff, would suffer injuries as a result of Defendant's failure to exercise ordinary care in the manufacturing, marketing, labeling, distribution, and sale of Roundup®.

132. Plaintiff did not know the nature and extent of the injuries that could result from the intended use of and/or exposure to Roundup® or its active ingredient glyphosate.

133. Defendant's negligence was the proximate cause of the injuries, harm, and economic losses that Plaintiff suffered, and will continue to suffer, as described herein.

134. Defendant's conduct, as described above, was reckless. Defendant regularly risks the lives of consumers and users of its products, including Plaintiffs with full knowledge of the dangers of its products. Defendant has made conscious decisions not to redesign, re-label, warn, or inform the unsuspecting public, including Plaintiff. Defendant's reckless conduct therefore warrants an award of punitive damages.

135. As a proximate result of Defendant's wrongful acts and omissions in placing its defective Roundup® products into the stream of commerce without adequate warnings of the hazardous and carcinogenic nature of glyphosate, Plaintiff Brown has suffered and continues to suffer severe and permanent physical and emotional injuries. Plaintiff Brown has endured pain and suffering, has suffered economic losses (including significant expenses for medical care and treatment), and will continue to incur these expenses in the future.

136. As a result, Defendant is liable to Plaintiff for actual damages sufficient to compensate him for the injuries he has suffered. Furthermore, Defendant's conduct rose to the level of grossly negligent, reckless, willful and wanton conduct, and therefore Defendant is liable

to Plaintiff for an amount of punitive damages sufficient to impress upon it the seriousness of its misconduct.

WHEREFORE, Plaintiff request that the Court enter judgment in Plaintiff's favor for compensatory and punitive damages, together with interest, costs herein incurred, attorneys' fees, and all such other and further relief as this Court deems just and proper. Plaintiff also demands a jury trial on the issues contained herein.

**COUNT FOUR  
BREACH OF EXPRESS WARRANTY**

137. Plaintiff incorporates by reference all other paragraphs of this Complaint as if fully set forth herein, and further alleges:

138. At all times relevant to this litigation, Defendant engaged in the business of testing, developing, designing, manufacturing, marketing, selling, distributing, and promoting its Roundup® products, which are defective and unreasonably dangerous to consumers, including Plaintiff, thereby placing Roundup® products into the stream of commerce. These actions were under the ultimate control and supervision of Defendant, and its product were expected to, and did, reach Plaintiff without any substantial change in their condition.

139. At all times relevant to this litigation, Defendant expressly represented and warranted to the purchasers of its Roundup® products, by and through statements made by Defendant in labels, publications, package inserts, and other written materials intended for consumers and the general public, that its Roundup® products were safe to human health and the environment, effective, fit, and proper for their intended use. Defendant advertised, labeled, marketed, and promoted Roundup® products, representing the quality to consumers and the public in such a way as to induce their purchase or use, thereby making an express warranty that its Roundup® products would conform to the representations.

140. These express representations include incomplete warnings and instructions that purport, but fail, to include the complete array of risks associated with use of and/or exposure to Roundup® and glyphosate. Defendant knew and/or should have known that the risks expressly included in Roundup® warnings and labels did not and do not accurately or adequately set forth the risks of developing the serious injuries complained of herein. Nevertheless, Defendant expressly represented that its Roundup® products were safe and effective, that they were safe and effective for use by individuals such as Plaintiff, and/or that they were safe and effective as agricultural herbicides.

141. The representations about Roundup®, as set forth herein, contained, or constituted affirmations of fact or promises made by the seller to the buyer, which related to the goods and became part of the basis of the bargain, creating an express warranty that the goods would conform to the representations.

142. Defendant placed its Roundup® products into the stream of commerce for sale and recommended their use to consumers and the public without adequately warning of the true risks of developing the injuries associated with the use of and exposure to Roundup® and its active ingredient glyphosate.

143. Defendant breached these warranties because, among other things, its Roundup® products were defective, dangerous, unfit for use, did not contain labels representing the true and adequate nature of the risks associated with their use, and were not merchantable or safe for their intended, ordinary, and foreseeable use and purpose. Specifically, Defendant breached the warranties in the following ways:

- a. Defendant represented through its labeling, advertising, and marketing materials that its Roundup® products were safe, and fraudulently withheld and concealed

information about the risks of serious injury associated with use of and/or exposure to Roundup® and glyphosate by expressly limiting the risks associated with use and/or exposure within its warnings and labels; and

b. Defendant represented that its Roundup® products were safe for use and fraudulently concealed information that demonstrated that glyphosate, the active ingredient in Roundup®, had carcinogenic properties, and that its Roundup® products, therefore, were not safer than alternatives available on the market.

144. Defendant had sole access to material facts concerning the nature of the risks associated with its Roundup® products as expressly stated within its warnings and labels, and Defendant knew that consumers and users such as Plaintiff could not have reasonably discovered that the risks expressly included in Roundup® warnings and labels were inadequate and inaccurate.

145. Plaintiff had no knowledge of the falsity or incompleteness of Defendant's statements and representations concerning Roundup®.

146. Plaintiff used and/or was exposed to the use of Roundup® as researched, developed, designed, tested, formulated, manufactured, inspected, labeled, distributed, packaged, marketed, promoted, sold, or otherwise released into the stream of commerce by Defendant.

147. Had the warnings and labels for Roundup® products accurately and adequately set forth the true risks associated with the use of such products, including Plaintiff's injuries, rather than expressly excluding such information, and warranting that the products were safe for their intended use, Plaintiff could have avoided the injuries complained of herein.

148. As a direct and proximate result of Defendant's wrongful acts and omissions, Plaintiff has suffered severe injuries. Plaintiff has developed CLL and suffered grave injuries that are permanent and lasting in nature, physical pain, and mental anguish, including enjoyment of



life, endured pain, and suffering, has suffered economic losses (including significant expenses for medical care and treatment), and will continue to incur these expenses in the future.

149. As a result, Defendant is liable to Plaintiff for actual damages sufficient to compensate him for the injuries he has suffered. Furthermore, Defendant's conduct rose to the level of grossly negligent, reckless, willful and wanton conduct, and therefore Defendant is liable to Plaintiff for an amount of punitive damages sufficient to impress upon it the seriousness of its misconduct.

WHEREFORE, Plaintiff request that the Court enter judgment in Plaintiff's favor for compensatory and punitive damages, together with interest, costs herein incurred, attorneys' fees, and all such other and further relief as this Court deems just and proper. Plaintiff also demands a jury trial on the issues contained herein.

**COUNT FIVE  
BREACH OF IMPLIED WARRANTY  
OF MERCHANTABILITY**

150. Plaintiff incorporates by reference all other paragraphs of this Complaint as if fully set forth herein, and further alleges:

151. At all times relevant to this litigation, Defendant engaged in the business of testing, developing, designing, formulating, manufacturing, marketing, selling, distributing, and promoting its Roundup® products, which are defective and unreasonably dangerous to users and consumers, including Plaintiff, thereby placing Roundup® products into the stream of commerce.

152. These actions were under the ultimate control and supervision of Defendant.

153. Before the time that Plaintiff was exposed to the use of the aforementioned Roundup® products, Defendant impliedly warranted to its consumers and users, including

Plaintiff, that its Roundup® products were of merchantable quality and safe and fit for the use for which they were intended; specifically, as horticultural herbicides.

154. Defendant, however, failed to disclose that Roundup® has dangerous propensities when used as intended and that the use of and/or exposure to Roundup® and glyphosate-containing products carries an increased risk of developing severe injuries, including Plaintiff's injuries.

155. Plaintiff reasonably relied upon the skill, superior knowledge, and judgment of Defendant and upon its implied warranties that the Roundup® products were of merchantable quality and fit for their intended purpose or use.

156. The Roundup® products were expected to reach and did in fact reach consumers and users, including Plaintiff, without substantial change in the condition in which they were manufactured and sold by Defendant.

157. At all times relevant to this litigation, Defendant was aware that consumers and users of its products, including Plaintiff, would use Roundup® products as marketed by Defendant, which is to say that Plaintiff was the foreseeable user of Roundup®.

158. Defendant intended that its Roundup® products be used in the manner in which Plaintiff in fact used them and Defendant impliedly warranted each product to be of merchantable quality, safe, and fit for this use, despite the fact that Roundup® was not adequately tested or researched.

159. In reliance upon Defendant's implied warranty, Plaintiff used Roundup® as instructed and labeled and in the foreseeable manner intended, recommended, promoted, and marketed by Defendant.

160. Plaintiff could not have reasonably discovered or known of the risks of severe injury associated with Roundup® or glyphosate.

161. Defendant breached its implied warranty to Plaintiff in that its Roundup® products were not of merchantable quality, safe, or fit for their intended use, or adequately tested. Roundup® has dangerous propensities when used as intended and can cause serious injuries, including those injuries complained of herein.

162. The harm caused by Defendant's Roundup® products far outweighed their benefit, rendering the products more dangerous than an ordinary consumer or user would expect and more dangerous than alternative products.

163. As a direct and proximate result of Defendant's wrongful acts and omissions Plaintiff has suffered severe and permanent physical and emotional injuries. Plaintiff has endured pain and suffering, has suffered economic loss (including significant expenses for medical care and treatment), and will continue to incur these expenses in the future.

164. As a result, Defendant is liable to Plaintiff for actual damages sufficient to compensate him for the injuries he has suffered. Furthermore, Defendant's conduct rose to the level of grossly negligent, reckless, willful and wanton conduct, and therefore Defendant is liable to Plaintiff for an amount of punitive damages sufficient to impress upon it the seriousness of its misconduct.

WHEREFORE, Plaintiff request that the Court enter judgment in Plaintiff's favor for compensatory and punitive damages, together with interest, costs herein incurred, attorneys' fees, and all such other and further relief as this Court deems just and proper. Plaintiff also demands a jury trial on the issues contained herein.

**COUNT SIX**  
**VIOLATION OF UNFAIR TRADE PRACTICES ACT**

165. Plaintiff incorporates by reference all other paragraphs of this Complaint as if fully set forth herein, and further alleges:

166. In violation of S.C. Code Ann. § 39-5-140, Defendant Monsanto has committed “an unfair or deceptive method, act, or practice” in the following particulars:

a. Defendant fraudulently, intentionally, and/or negligently misrepresented to the public, and to Plaintiff, both directly and by and through the media and purported “community outreach” programs, the safety of Roundup® products, and/or fraudulently, intentionally, and/or negligently concealed, suppressed, or omitted material, adverse information regarding the safety of Roundup®.

b. The safety of Roundup® products was also intentionally, negligently, and/or innocently misrepresented to Plaintiff and the public with the intent that such misrepresentations would cause Plaintiff and other potential consumers to purchase and use or continue to purchase and use Roundup® products.

c. Defendant made these misrepresentations and actively concealed adverse information including the risk of NHL, at a time when, their agents and/or employees knew or should have known, the product had defects, dangers, and characteristics that were other than what was represented to the consuming public. Specifically, Defendant misrepresented and actively concealed, suppressed, and omitted that there had been inadequate testing of the safety and efficacy of Roundup®, and that prior studies, research, reports, and/or testing had been conducted linking the use of the drug with serious health events, including Non-Hodgkin Lymphoma.

167. As a direct and proximate result of Defendant Monsanto's deceptive acts and/or practices, Plaintiff was exposed to Roundup's carcinogenic properties and ultimately developed Non-Hodgkin Lymphoma. But for Defendant Monsanto's deceptive acts and/or practices, this illness would not have occurred.

168. Therefore Defendant Monsanto is liable to the Plaintiff for actual damages sufficient to compensate him for the injuries he has suffered. Furthermore, Defendant's conduct rose to the level of grossly negligent, reckless, willful and wanton conduct, and therefore Defendant Monsanto is liable to the Plaintiff for an amount of punitive damages sufficient to impress upon it the seriousness of its misconduct.

169. Pursuant to S.C. Code Ann. § 39-5-140, any damages awarded for this claim should be trebled.

170. Reasonable attorney's fees and costs should be taxed to the Defendant pursuant to S.C. Code Ann. § 39-5-140.

WHEREFORE, Plaintiff request that the Court enter judgment in Plaintiff's favor for compensatory and punitive damages, together with interest, costs herein incurred, attorneys' fees, and all such other and further relief as this Court deems just and proper. Plaintiff also demands a jury trial on the issues contained herein.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff requests that the Court enter judgment in Plaintiff's favor and against Monsanto, awarding as follows:

A. Compensatory damages in an amount to be proven at trial, including but not limited to past and future economic damages, health care costs, medical expenses, lost earnings,

pain, suffering, emotional distress, loss of enjoyment of life, loss of life, and other non-economic damages;

- B. Punitive damages;
- C. Treble damages;
- D. Prejudgment interest;
- E. Costs including reasonable attorneys' fees, court costs, and other litigation expenses; and
- F. Any other relief the Court may deem just and proper.

### **DEMAND FOR JURY TRIAL**

Plaintiff hereby demands trial by jury as to all issues so triable.

Dated: July 2, 2024

s/Jamie Rae Rutkoski

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